

## WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS,

007894

That **ETHELYN K. BELL**, of Waterville, in the County of Kennebec, and State of Maine, in consideration of ONE DOLLAR (\$1.00) and other valuable considerations, paid by **SHAWN R. POULIN**, of Waterville, in the County of Kennebec, and State of Maine, and whose mailing address is 745 West River Road, Waterville, ME 04901, the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey, unto the said **SHAWN R. POULIN**, his assigns forever,

**PARCEL NO. 1:** A certain lot or parcel of land situated on the northerly side of Columbia Road and bounded as follows:

Starting at a stake placed in the northerly line of Columbia Road, which stake is five hundred (500) feet easterly from an iron pin placed at the intersection of the northerly line of Columbia Road and the easterly line of Drummond Avenue; thence to the north at right angles to the northerly line of Columbia Road a distance of one hundred twenty-one and four tenths (121.4) feet; thence at right angles to the east a distance of fifty (50) feet to a stake; thence at right angles to the south a distance of one hundred twenty-one and four tenths (121.4) feet to a stake in the northerly line of Columbia Road; thence to the west along the northerly line of Columbia Road a distance of fifty (50) feet to the point of beginning.

TRANSFER  
TAX  
PAID

The land herein conveyed is subject to the following restrictions which are to run with the land:

No building other than a private dwelling house for not over two family occupancy, together with private garage for use by occupants of house, shall be erected upon said premises. No part of any building shall be placed nearer than twenty-five (25) feet from the line of any street, provided, however, that porticoes projecting not over three feet, steps and windows are to be allowed on said reserved space. No double decked porches may be built on any house. Said dwelling house and garage shall cost not less than six thousand (46,000.00) dollars. The garage, unless built as part of the house, shall be set back at least sixty (60) feet from the line of the street. No animals of any kind shall be kept on the premises excepting, however, household pets. No dwelling house shall be erected on any lot having less than fifty (50) feet frontage on the street.

Meaning and intending hereby to convey the premises conveyed by deed of Francis Rancourt dated October 30, 1950, and recorded in the Kennebec County Registry of Deeds in Book 898, Page 294 to Leslie J. Huard and the within Grantor, Ethelyn K. Huard, now Ethelyn K. Bell.

**PARCEL NO. 2:** A certain lot or parcel of land situated in said Waterville and bounded and described as follows, to wit:

Starting at a point in the northerly line of Columbia Road, which is the southwest corner of a lot of land presently owned by the Grantor herein; thence to the west along the northerly line of Columbia Road a distance of twenty-five (25) feet to a point; thence to the north at right angles and parallel to the westerly line of land of the Grantor a distance of one hundred twenty-one and thirty-three one hundredths (121.33) feet to a point where the northerly line of land of the Grantor would intersect if extended; thence to the east at right angles to the line last drawn a distance of twenty-five (25) feet to the northwest corner of land of the Grantor a distance of one hundred twenty-one and thirty-three one hundredths (121.33) feet to the point of beginning.

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The above described parcel of land is subject to the following restrictions, which are to run with the land, to wit:

No building other than a private dwelling house for not over two-family occupancy, together with private garage for use by occupants of the house, shall be erected upon said premises. No part of any building shall be placed nearer than twenty (20) feet from the line of any street, provided, however, that porticoes projecting not over three feet, steps, and windows are to be allowed on said reserved space. No double-decked porches may be built on any house. Said dwelling house and garage shall cost not less than seven thousand five hundred (\$7,500.00) dollars. The garage, unless built as part of the house, shall be set back at least sixty (60) feet from the line of the street. No animals of any kind shall be kept on the premises excepting, however, household pets. No dwelling house shall be erected on any lot having less than fifty (50) feet frontage on the street. In the event that the same owner owns contiguous lots having a continuous frontage of more than fifty (50) feet, then in such event, the restrictions herein shall apply to each full multiple of fifty (50) feet frontage. In other words, on a lot of land having a frontage of one hundred (100) feet on the street and being one hundred (100) feet deep, two (2) buildings may be erected in accordance with the restrictions herein. The Grantor shall not be held responsible for the enforcement of these restrictions.

Meaning and intending hereby to convey the premises acquired by Leslie J. Huard and Ethelyn K. Huard, now Ethelyn K. Bell, by deed of Home Development Company dated August 3, 1954, and recorded in the Kennebec County Registry of Deeds in Book 985, Page 202.

**PARCEL NO. 3:** A certain lot or parcel of land situated on the northerly side of Columbia Road in said Waterville and bounded and described as follows, to wit:

Starting at a point in the northerly line of Columbia Road, which is the southeast corner of a lot of land owned by the Grantor herein and which was conveyed by deed of Francis Rancourt, dated October 30, 1950, and recorded in the Kennebec Registry of Deeds in Book 894, Page 294; thence to the east along the northerly line of Columbia Road, a distance of twenty-five (25) feet to a point; thence to the north, at right angles, and parallel to the easterly line of land of said Grantor, a distance of 121.33 feet to a point where the northerly line of land of the Grantor would intersect if extended easterly; thence to the west at right angles to the line last drawn, a distance of twenty-five (25) feet to the northeast corner of land of the Grantor; thence to the south along the east line of land of the Grantor, a distance of 121.33 feet to the point of beginning.

The above described parcel of land is subject to the restrictive covenants applicable to Parcel No. 2 in this deed.

Meaning and intending hereby to convey the premises acquired by Leslie J. Huard and Ethelyn K. Huard, now Ethelyn K. Bell, by deed of Home Development Company dated March 15, 1959, and recorded in the Kennebec County Registry of Deeds in Book 1213, Page 357.

All of the three foregoing deeds to Leslie J. Huard and Ethelyn K. Huard, now Ethelyn K. Bell, were joint tenancy warranty deeds. Leslie J. Huard died on January 30, 1970. See deed dated May 29, 1979, and recorded in the Kennebec County Registry of Deeds in Book 2210, Page 23, for the release of all of the interest of Raymond H. Bell in the three previously described parcels of land to Ethelyn K. Huard Bell.

**To have and to hold** the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said **SHAWN R. POULIN**, his heirs and assigns, to his and their use and behoof forever.

And I do covenant with the said Grantee, his heirs and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances: EXCEPT AS AFORESAID; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that my heirs and I shall and will **Warrant and Defend** the same to the said Grantee, his heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I the said **ETHELYN K. BELL**, joining in this deed as Grantor, and relinquishing and conveying all right by descent and all other rights in the above described premises, have hereunto set my hand and seal this 26 day of April, in the year of our Lord one thousand nine hundred and ninety-one.

Signed, Sealed and Delivered  
in the presence of:

Albert L. Bernier

Ethelyn K. Bell  
Ethelyn K. Bell

STATE OF MAINE  
KENNEBEC, SS.

DATED: April 26, 1991

Personally appeared the above named **ETHELYN K. BELL** and acknowledged the above instrument to be her free act and deed.

Before me,

Albert L. Bernier  
Notary Public

Print Name: ALBERT L. BERNIER  
My Commission Expires:

RECEIVED KENNEBEC SS.

1991 MAY -1 AM 9:00

ATTEST: Thomas R. Smith  
REGISTER OF DEEDS